#### CITY OF SAN ANTONIO PURCHASING & GENERAL SERVICES DEPARTMENT

Issued By: MkR/mar
BID NO.: 04-019
Date Issued: January 8, 2004
Page 1 of 42

# FORMAL INVITATION FOR BIDS INSTALLATION OF AUTOMATIC FUEL TANK MONITORS

**Sealed bids in triplicate**, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until 2:00 P.M. Central Time **JANUARY 26, 2004.** 

The City of San Antonio Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the City Hall Annex, 131 W. Nueva, or by calling (210) 207-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals:

MBE Goal: 15% WBE Goal: 10% AABE Goal: 3% SBE Goal: 50%

This invitation includes the following:

Invitation for Bids

Specifications and General Requirements

Terms and Conditions of Invitation for Bids

Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Items Accepted: Approved:	Ordinance No:	Date:	Amount:  CITY OF SAN ANTONIO
FOR CITY USE ONLY	AWARD	Deter	A
Indicate Status:Partnership Tax Identification Number:	CorporationSole Propri	etorshipOther (	specify)
Ownership of firm (51% or more):Non-minorityHispanicFemale OwnedHandicapped			
Prompt Payment Discount:9 Please check the following blanks w		is offered, Net 30 will	l apply.)
Please complete the following:	Fax No.: _		
Email Address:	Telephone l	No.:	
Signature of Person Authorized to S	ign Bid City, State,	Zip Code:	
(Please Print or			
Signer's Name:		·	

#### TERMS AND CONDITIONS OF INVITATION FOR BIDS

#### **READ CAREFULLY**

#### 1. GENERAL CONDITIONS

Bidders are required to submit their bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Open Information Act, Government Code Chapter 552, therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Open Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

#### 2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the Invitation for Bids.
- (b) Where there is a discrepancy between the unit price and the extended price, the unit price shall prevail.
- (c) Any bid that is considered for award on an "all or none" basis must include a price quote for all units or line items. Any bid that is considered for award by each unit or line item must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.
- (d) Alternate bids may be allowed at the sole discretion of the City.

(e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

#### 3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

# 4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

#### 5. SAMPLES, DEMONSTRATIONS AND TESTING

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within **ten** days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, **ten** days after award of the contract.

#### 6. SUBMISSION OF BIDS

- (a) **Bids in triplicate** shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Facsimile bids must be submitted in accordance with Par. 6 (a) above. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

#### 7. REJECTION OF BIDS

- (a) The City may reject a bid if:
  - 1. The bidder misstates or conceals any material fact in the bid; or
  - 2. The bid does not strictly conform to law or the requirements of the bid;
  - 3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an "All or None" basis or a "Low Item" basis. An "All or None" basis bid must include all items upon which bids are invited.
- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

#### 8. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

#### 9. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

#### 10. CLARIFICATION TO BID SPECIFICATIONS

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Purchasing on or before **seven** calendar days prior to the scheduled opening.
- (b) The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.

#### 11. DISCOUNTS

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum ten days).
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

#### 12. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.
- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations. Re Par.7 (a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

#### 13. CONTRACT TERMINATION

### TERMINATION-BREACH:

(a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing & General Services, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

#### TERMINATION-NOTICE:

(b) Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice **thirty** days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice **sixty** days prior to the date of cancellation of the contract.

#### **TERMINATION-FUNDING:**

(c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

#### 14. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.
- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director of Purchasing. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing & General Services Department.

#### 15. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing & General Services Department within **ten** days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.

- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within **ten** days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within **ten** days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director of Purchasing & General Services with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

#### 16. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

### 17. BID RESULT REQUEST

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

#### 18. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

#### 19. INDEMNITY

(a) **CONTRACTOR** covenants and agrees to **FULLY INDEMNIFY** and **HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, and representatives of the **CITY**, individually or collectively, from and against any and all costs, claims, liens, damages losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the **CITY**, directly or indirectly arising out of resulting from or related to **CONTRACTOR'S** activities under this **CONTRACT**, including any acts or omissions of **CONTRACTOR**, any agent, officer, director, representative, employee, consultant or

subcontractor of **CONTRACTOR**, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this **CONTRACT**, all without, however, waiving any governmental immunity available to the **CITY** under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this **INDEMNIFICATION** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. **CONTRACTOR** shall promptly advise the **CITY** in writing of any claim or demand against the **CITY** or **CONTRACTOR** known to **CONTRACTOR** related to or arising out of **CONTRACTOR'S** activities under this **CONTRACT** and shall see to the investigation and defense of such claim or demand at **CONTRACTOR'S** cost. The **CITY** shall have the right, at its option and at its own expense, to participate in such defense without relieving **CONTRACTOR** of any of its obligations under this paragraph.

(b) It is the EXPRESS INTENT of the parties to this contract, that the INDEMNITY provided for in this section, is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS the CITY from consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

#### 20. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within **ten** days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

#### 21. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

#### 22. WARRANTY

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

#### 23. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing & General Services Department.

#### 24. ASSIGNMENT

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of San Antonio Purchasing & General Services Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

#### 25. INTERLOCAL PARTICIPATION

- (a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.
- (b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.

#### 26. QUESTIONS

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Purchasing & General Services Department at (210) 207-7260 and referenced by bid number or contact Mark A. Rau, Buyer at (210) 207-4046.

### SPECIFICATIONS AND GENERAL REQUIREMENTS

**I.** <u>SCOPE</u>: It is the intent of this specification to provide the City of San Antonio's fuel storage and dispensing facilities with enhanced tank monitoring systems that will interface with the existing NBCS automated fueling system. The tank monitor systems must be able to comply with the Texas Commission on Environmental Quality (TCEQ) 31 TAC Chapter 334, Underground and Aboveground Storage Tanks, Subchapter C, Section 334.50 (d)(4) and all other Federal, State and local requirements. The facilities are listed below.

Facility	Street Address	Qty of Tanks	Tank Sizes and Fuel Types
Alamodome	100 Montana	1	10M - (FRP) Fiberglass - reinforced plastic Diesel
Fleet and Radio Services	329 S. Frio	1	8M - (FRP) Fiberglass - reinforced plastic - New Oil
		1	4M - (FRP) Fiberglass - reinforced plastic - Waste Oil
Zarzamora Service Center	4719 S. Zarzamora	2	12M - (FRP) Fiberglass -reinforced plastic - Diesel
		1	12M - (FRP) Unleaded
		1	1.7M - (FRP) New Oil
		1	1.5M - Steel w/external FRP cladding - Waste Oil
Downtown Police Station	214 W. Nueva	2	12M - Unleaded (Steel w/external FRP cladding)
		1	12M - Diesel (Steel w/ external FRP cladding)
Northwest Service Center	7000 Culebra Road	2	12M - Unleaded (FRP Fiberglass – reinforced plastic)
		2	12M - Diesel (FRP Fiberglass – reinforced plastic)
		1	6M - New Oil (FRP Fiberglass – reinforced plastic)
		1	1M - Waste Oil (FRP Fiberglass – reinforced plastic)
Patrol North Substation	13030 Jones Maltsberger	2	12M - Fiberglass -Unleaded
Patrol East Substation	3635 E. Houston	2	12M - Fiberglass -Unleaded
		1	12M - Fiberglass - Steel -Diesel
San Antonio Police Academy	12200 S. E. Loop 410	1	12M - Fiberglass -Unleaded
Airport Maintenance	10223 John Saunders	1	10M - Fiberglass – Unleaded
		1	10M - Fiberglass - Diesel
Emergency Command Center	115 Auditorium Circle	1	4M - Fiberglass - Diesel

A. The successful bidder will be responsible for obtaining all necessary permits for the work performed to include providing the required documents required with Texas Commission on Environmental Quality (TCEQ).

- B. The successful bidder must be a registered and licensed contractor with the TCEQ. A copy of the Certificate of Registration must be attached to the bid as well as a copy of the Installers License A and B as required by TAC Chapter 334-Underground and Aboveground Storage Tanks, Subchapter I-Section 334.415, regulations for Texas Commission on Environmental Quality (TCEQ).
- C. The successful bidder must be an authorized Veeder Root Environmental Distributor.
- D. The contract shall include the following:
  - 1. The removal and proper disposal of existing equipment and monitors to include rebates and discounts.
  - 2. Installation of new equipment and monitors as described on the equipment list. This list is provided, as minimum, but is not limited to the items contained therein.
  - 3. Network new monitors to City's Automated Fueling System.
- II. <u>SITE EXAMINATIONS</u>: The contractor shall familiarize himself/herself with the sites and be held to have examined the same and be satisfied as to the extent of the work and as to the conditions under which he/she will be obligated to perform the work or that will in any manner affect the work under this contract.

#### III. GENERAL REQUIREMENTS:

- A. CONTRACTOR shall take proper measures to protect the area and the adjacent or adjoining property which might be injured by any process of removal, demolition, transportation, and/or placement of the subject structures, and in case of injury or damage, he shall restore, at his own expense, the damaged property to a condition similar or equal to that existing before such injury or damage was done, or he shall make good such injury or damage in a manner acceptable to City.
- B. CONTRACTOR agrees to commence work within ten (10) calendar days after approval of this Contract by the City Council or upon written request by the City of San Antonio Fleet Maintenance and Operations Division.
- C. The scope of work described above will be completed in no more than ninety (90) calendar days. Failure to do so will be interpreted as a breach of contract. Extra work or changes in this scope of work, as delineated in the successful responding bid, shall be accomplished only after written approval by City. The City may authorize additional calendar days or make adjustments to the project schedule within the existing scope of this contract, upon mutual agreement in writing, between the Director of Purchasing, Fleet Maintenance and Operations Division, and the CONTRACTOR, as the reasonableness of said additional time or adjustment.
- D. All work to be performed onsite hereunder shall be performed in such a manner as not to create a hazard to the public, and all materials stored on site shall be placed in the same such manner. CONTRACTOR shall inspect the site at the end of each working day and every attempt will be made by CONTRACTOR to avoid leaving any unfinished work in a condition that could create a hazard to the public.

- E. The CONTRACTOR shall furnish and pay for all means of removing all and debris generated by his work. The construction area shall be kept clean and maintained on a daily basis. No debris shall be dumped or left about the jobsite or surrounding areas. Upon completion of the work, the construction area shall be cleaned and free of any and all trash, scraps, cartons, etc. Disposal of all rubbish/debris will be in accordance with all City, State, and Federal regulations. Where material or debris has washed or flowed into or has been placed in existing watercourses, ditches, gutters, drains, pipes, or structures, shall be left in a clean and neat condition upon completion of the work.
- F. The City reserves the right to suspend the work in progress and/or terminate this contract should the workmanship, materials being supplied, or equipment used in the performance of the work not be in compliance with these specifications and recognized trade standards.
- G. CONTRACTOR shall take precautions to insure that work is performed in compliance with occupational safety standards. The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic flag tape and other safety traffic control equipment to protect its employees and the general public.
- H. CONTRACTOR covenants and agrees to perform all services described in this Contract in a workman-like manner with a high degree of care to ensure accuracy and timeliness and agrees that the final product must meet professional standards and be suitable, at the sole discretion of the Fleet Maintenance and Operations Administrator or his representative.
- I. CONTRACTOR shall, at a minimum, maintain the experience and quantity of staff needed to perform services as required hereunder.
- J. Before the award of the contract, the Fleet Maintenance and Operations Division's Administrator or his representative may review with the CONTRACTOR the equipment to be used to insure that the equipment is of the quality and type necessary to complete the project in an expeditious manner.
- K. CONTRACTOR agrees to employ, at its own expense, all personnel required in performing the services described in this Contract. Personnel employed by CONTRACTOR shall not be employees of nor have any contractual relationship with CITY. All CONTRACTOR personnel engaged in providing services under this Contract shall be fully qualified and shall be authorized or licensed to perform such work as may be required.
- L. CONTRACTOR'S equipment may be parked during non-work hours at the sites at no liability to the City of San Antonio and only so long as the equipment does not impede other routine operations at any of the sites.

#### IV. COORDINATION WITH THE CITY:

A. The City's Fleet Maintenance and Operations Division's Fleet Operations Administrator or his representative will act as the City's primary Point of Contact with respect to the work performed pursuant to this contract. The Fleet Maintenance and Operations Division's Administrator or his representative, shall have complete authority to receive information, interpret CITY's policies and make decisions with respect to materials, elements and work pertinent to the CONTRACTOR's services and deliverables. However, the Fleet Maintenance and Operations Division's Administrator

- or his representative shall have no authority to obligate CITY to pay any amount for any reason in excess of the amount specified these contract.
- B. CONTRACTOR shall be available for conferences with the Fleet Maintenance and Operations Division's Administrator or his representative as requested by CITY throughout the term of this contract at no additional charge to CITY.
- C. All work performed by CONTRACTOR pursuant to this contract shall not be considered successfully completed without written acceptance by the Fleet Maintenance and Operations Division's Administrator or his representative and the Fleet Maintenance and Operations Division's Administrator or his representative will not unreasonably withhold said written acceptance. CITY is authorized to withhold payment of any funds due CONTRACTOR hereunder until the services performed hereunder have been reviewed, accepted and approved by Fleet Operations Administrator or his representative.
- D. CONTRACTOR is to submit with this invitation for bid, an estimated time line of work progression and scheduled plan of installation.

#### V. COMPENSATION TO CONTRACTOR:

- A. In consideration of CONTRACTOR's performance in a satisfactory and efficient manner, as determined solely by the Fleet Maintenance and Operations Division's Administrator or his representative, of all services and activities, CITY agrees to pay CONTRACTOR the payment for services upon completion of individual pay items. The remaining balance of the contract award will be paid upon completion of the responsibilities of Contractor, as solely determined by City, as outlined in this contract.
- B. No additional fees or expenses of CONTRACTOR shall be charged by CONTRACTOR nor be payable by CITY. The parties hereby agree that all compensatory expenses of CONTRACTOR have been provided for in the total payment to CONTRACTOR as specified above. Total payments to CONTRACTOR cannot exceed that amount set forth in section above, without prior approval and agreement of all parties, evidenced in writing and approved by City Council.
- C. Final acceptance of services requires written approval from the Fleet Maintenance and Operations Division's Administrator or his representative. Payment will be made to CONTRACTOR following written approval of the final services by the Fleet Maintenance and Operations Division's Administrator or his representative. CITY shall not be obligated or liable under this contract to any party, other than CONTRACTOR, for the payment of any monies or the provision of any goods or services.
- D. Upon completion of work and before final payment, the CONTRACTOR must submit instruction manuals to the City of San Antonio Fleet Operations and Maintenance Division along with the keys for each monitor. Furthermore, any documentation necessary for the City of San Antonio to receive permits and approval to complete all modifications to each fueling facility.

#### VI. INSURANCE:

- A. Prior to the commencement of any work, but no later than seven (7) calendar days after notification of award, contractor shall furnish an original completed Certificate(s) of Insurance form to the City of San Antonio Purchasing and General Services Department, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under this contract until such certificate shall have been delivered to the City's Purchasing and General Services Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- B. The City reserves the right to review the insurance requirements of this section during the effective period of this contract and any extension or renewal hereof; and to modify insurance coverage and their limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will the City allow modification whereupon the City may incur increased risk.
- C. A contractor's financial integrity is of interest to the City; therefore, subject to contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension thereof, at contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

TYPE OF INSURANCE	LIMITS OF LIABILITY
Commercial General Liability Insurance to	
include coverage for the following:	
General Aggregate	\$ 2,000,000
Premises operations	\$ 1,000,000
Products/completed operations	\$ 1,000,000
Personal Injury	\$ 1,000,000
Contractual liability	\$ 1,000,000
Fire legal liability	\$ 50,000
Business Automobile Liability:	
Scheduled Autos	Combined Single Limit (CSL) for Bodily
Owned/leased vehicles	Injury and Damage of \$1,000,000 per
Non-owned vehicles	occurrence or its equivalent.
Hired vehicles	
Workers' Compensation	Statutory
Employers' Liability	\$ 500,000 / \$ 500,000 / \$ 500,000

D. The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or

exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the City, the contractor shall exercise reasonable efforts to accomplish such changes in policy, and shall pay the cost thereof.

- E. There are four clauses or conditions that should be attached to contractor's policy:
  - a. "This insurance shall not be cancelled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) calendar days for non-payment of premium, has been given to the City Clerk, City of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966."
  - b. "It is agreed that the contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under the contract with the City of San Antonio."
  - c. "The City of San Antonio, its officials, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under contract with the City of San Antonio." (This is not applicable to the workers' compensation and professional liability policies.)
  - d. "It is agreed the contractor's policy of worker's compensation and/or employer's liability waives any right of subrogation it may acquire against the City by reason of any payment made on account of injury, including death resulting, therefrom, sustained by any employee of the contractor while engaged in operations arising out of this agreement."
- **VI.** WORKERS' COMPENSATION INSURANCE COVERAGE: Contractor will be required to maintain the Workers' Compensation Insurance Coverage as outlined in Insurance Requirements above. The contractor's failure to comply with any of the provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach with ten (10) days after receipt of notice of breach from the governmental entity.

#### VII. BONDS:

A. CONTRACTOR hereby agrees to execute with sureties and to deliver to the City, at once, a "Performance and Payment Bond" in an amount at least equal to the contract price, such as shall be satisfactory to the City as to form and sufficiency, as security for the payment of all persons supplying labor and material in the prosecution of the work provided for in this contract.

B. No assignment, transfer or subletting, whether with or without the consent of said City, and no order of said City for or approval or any alterations or modifications in said specifications, plans, or work, and no change in the requirements or order for extra work made by the City as provided in this contract, shall

ever in any manner release or diminish the responsibility of CONTRACTOR or any surety on any bond of CONTRACTOR, but on the contrary, such responsibility shall extend to and comprehend all such changes and other matters.

- C. CONTRACTOR shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code in the full amount of the contract price. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract.
- D. All bid responses must be accompanied with a Letter from an Insurance or Bonding Company affirming that a Payment Bond, in the full amount of the contract, will be issued no later than seven (7) calendar days after the City notifies the CONTRACTOR that they have been selected for award.

### VIII. SALES TAX:

- A. The cost of City or State sales tax shall not be included in the bid. The City of San Antonio qualifies for exemption pursuant to the applicable provisions of Article 20.04 (F) of the Texas Limited Sales Excise and Tax Act.
- B. The CONTRACTOR performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an Exemption Certificate in lieu of the tax, said Exemption Certificate complying with applicable State Comptroller's Rulings. Any such Exemption Certificate issued by the contractor in lieu of the tax shall be subject to the provisions of the applicable State Comptroller's Ruling.
- **IX.** CONTRACTS WITH OFFICERS AND EMPLOYEES PROHIBITED: The bidder is hereby advised that Texas Law prohibits Contracts by the City with its "officers" and "employees". This provision extends to officers and employees of agencies of the City and to any partnership, corporation or other organization in which the officer or employee has an interest, as defined under Texas Law.

### X. CLARIFICATION CLAUSE:

- A. Any person contemplating submitting a bid for this contract that has questions about the specifications, or other bid documents, may call Catarino DeLuna in Fleet Maintenance and Operations Division, at (210) 207-8382, or Mark A. Rau, Purchasing Department at (210) 207-4046.
- B. Additional requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation or changes of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed, faxed, or delivered to

each person receiving a set of bids. The City will not be responsible for any other explanations or interpretation of the bid made or given prior to the award of the contract.

**XI.** <u>BID NON-ASSIGNABLE:</u> This Bid is personal to bidder. It is non-assignable and any attempt to assign this bid will immediately terminate all rights and privileges granted to bidder, hereunder.

### XII. <u>DEFINITIONS:</u>

- A. CITY AND OFFICIALS. Whenever in this contract is found the term "City", "City Council", "Fleet Maintenance and Operations Division", "City Manager", "City Clerk", or other designation of any City institution, officer, employee or title, or a pronoun in its, his or their place, the same shall, unless indicated otherwise, be understood to mean the City of San Antonio or its successors, or the governing body, or the person or persons now or hereafter holding or exercising the duties of such designated official position, office, employment or title, in said City, or any person or persons acting lawfully in the corresponding official capacity on behalf of said City at such time and within the powers and authority held by him or them.
- B. CONTRACTOR. Whenever the term "CONTRACTOR" or a pronoun in its place is used herein, it shall be taken to include any person, association or persons, firm or corporation, notwithstanding such pronoun may be used in the masculine gender or singular number, and said term or pronoun shall include in their respective capacities, the President, Manager, or other officer or agent for the time being, representing or locally managing the work of any corporation contracting herein.
- C. INCLUDED INSTRUMENTS. The notice to Contractors, Minimum Specifications Package including any Special and General Conditions, plans, invitations for bids and the attachments thereto, instructions to bidders, advertisement for bids, the bid, and the payment bond, and other bonds, if any, made by the Contractor, the Charter, Ordinances and Resolutions of the City, all in so far as prepared for or relating to said work herein undertaken are hereby made a part of this agreement and are included in this contract as if rewritten or copied in full herein, and shall be deemed "included instruments" when that term is used.
- D. CONTRACT TO CONTROL. In case of conflict or inconsistency between this contract and the specifications or other included instruments, this contract shall control, but insofar as such provisions can stand together they shall all be regarded as cumulative.

#### E. DEFAULT AND VIOLATIONS OF CONTRACT.

a. If CONTRACTOR shall fail or refuse to take such measures as the Fleet Maintenance and Operations Division or any other City department involved may determine to be necessary to insure the completion of the work within the time allowed therefor, or if the work to be done under this contract shall be abandoned by CONTRACTOR, or if this contract, or any right or interest therein shall be assigned or sub-let by CONTRACTOR otherwise than is herein specified, or if at any time said Office shall certify in writing that CONTRACTOR is willfully violating or refusing to observe any of the conditions, provisions or stipulations of this contract or of the specifications, or is executing the same in bad faith or not in accordance with the terms thereof, or if the work is not fully completed within the time allowed for its completion, then, in any such event, the City Manager shall be authorized at his election to order CONTRACTOR to discontinue all work under this contract by

written notice given as herein provided; and CONTRACTOR and his employees shall thereupon discontinue all work upon said premises; and the City shall, upon such notice having been given, be authorized fully to enter upon said premises, through any designated officer, agent or contractor, and to take full possession of said work, and to order or contract for the completion of said work in any manner it may deem proper; and said City shall thereupon have a right to take full possession of, and to use for the purposes of said work, all materials, tools, implements or machinery previously provided by the CONTRACTOR for the performance of the work and located at the project site.

- b. All costs and expenses requisite to the completion of the work by the City whether accomplished by contract or otherwise, and including reasonable costs of supervision, together with damages for delay as herein specified, shall be charged to and paid by the CONTRACTOR.
- c. If the cost of such completion by the City shall be less than the amount agreed to be paid to the CONTRACTOR hereunder, the CONTRACTOR shall forfeit by virtue of his default the right to any difference unless otherwise specified by the City Manager; if, however, the cost of such completion shall exceed the amount herein agreed to be paid to the CONTRACTOR, then the CONTRACTOR or his bondsman shall pay to the City the amount of such additional costs and expenses to be fixed and determined as herein provided.
- **XIII.** <u>ATTORNEYS' FEES:</u> In the event City brings any action under the Contract alleging that bidder, as CONTRACTOR, hereto has defaulted hereunder and City prevails, then City shall be entitled to recover from CONTRACTOR any attorneys' fees incurred by the City.
- XIV. <u>AMENDMENT, MODIFICATION, OR ALTERATION:</u> No amendment, modification, or alteration of the terms of the Contract shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed and agreed to by the parties hereto. In the event the City brings any action under the Contract alleging that CONTRACTOR, hereto has defaulted hereunder and the City prevails, then the City shall be entitled to recover from CONTRACTOR any attorneys' fees incurred by the City.
- **XV.** <u>FULL AUTHORITY OF SIGNATORY:</u> The signer of this Contract hereby represents and warrants that he or she has full authority to execute this document on behalf of Contractor, has read the Contract, and has had opportunity to discuss its provisions with Legal Counsel of CONTRACTOR's choice.

### XVI. ASSIGNMENTS AND SUBLETTING:

A. CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or any portion thereof, or any right, title or interest in, to or under the same, without previous consent in writing of the City, to be endorsed hereon or hereto attached; and CONTRACTOR shall not assign by power of attorney or otherwise any of the monies or other considerations to become due and payable by the City under this contract; unless by and with the consent signified in like manner. And in any event whatsoever, whether by such consent, by operation or law or otherwise, any and all such assignments, transfers or subletting, and the entire subject matter thereof, shall be and remain subject to all rights of the City herein or otherwise provided, and no waiver of this stipulation can be invoked against the City.

- B. In no event shall the City be liable in excess of the consideration of this contract in the case of any such assignment, transfer, conveyance or sub-letting of the work or performance which is the subject hereof.
- C. The City reserves the right to withhold any payment hereafter provided for in the event of an assignment or sub-letting of a portion of the work without the consent and knowledge of the City and by reserving such right, the City shall not be deemed to have waived its right to declare a full breach of this contract for CONTRACTOR's failure to comply with provisions hereof, such remedy being alternative only and exercisable at the option of the City.

### XVII. GENERAL UNDERSTANDING:

- A. CONTRACTOR at his own cost and expense shall furnish all supervision, tools, implements, machinery, labor, materials and accessories, such as are necessary and proper for the purpose, and pay all permit and license fees, and shall at his own cost and expense construct, build and complete, in a good, first class, substantial and workmanlike manner, the structures, work and improvements herein described or referred to in.
- B. If figures or quantities of materials, supplies or other items needed for this project are furnished by CONTRACTOR for a City requirement in the plans and specifications, same shall be understood to be estimates only and the Contractor shall be responsible for any discrepancies between such estimates and the quantities required to complete the project.

### XVIII. WORK UNDERSTOOD BY CONTRACTOR:

- A. CONTRACTOR declares that prior to the submission of his bid on this contract he has thoroughly examined the locations of the work to be performed, is familiar with local conditions, and has read and thoroughly understands the "included instruments" as they relate to the physical conditions prevalent or likely to be encountered in the performance of the work at such location.
- B. CONTRACTOR hereby accepts such "included instruments" as satisfactory in all respects to accomplish the proper performance of the work at the project site and accordingly assumes the risk of any delays or additional costs which might arise from errors or miscalculations in such "included instruments" or from erroneous assumptions upon which same may have been predicated as to the physical conditions at the work site including, but not by way of limitation, latent defects or conditions of the subsoil.
- **XIX.** <u>SUBCONTRACTORS:</u> The contractor shall bind all subcontractors to the terms of this contract. The contractor agrees that he is fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City.
- **XX.** <u>IMPLIED WORK:</u> Any work or materials that may have been omitted in the description of said project, but the use of which is implied or necessary to the project's completion, shall be deemed to be included in this contract and shall be furnished by the Contractor as if the same had been stated specifically, without any additional charge to the City.

#### XXI. MATERIALS:

- A. Only new material is to be used. All materials shall be resistant to the effects of petroleum products (gasoline, diesel, motor oil and used oil) and conform to the requirements of the TCEQ, City of San Antonio Fire Department, and any other agency or regulatory body having jurisdiction.
- B. Bidder will include with their bid a detailed list by part number and nomenclature of all parts to be used in the installation of the monitors and accessories to complete this contract. NO EXCEPTIONS.
- C. Should any questions arise as to the acceptability of any part to be used in the installation of the monitors and accessories after award of the contract, the Fleet Maintenance and Operations Division Administrator or his representative's decision will be final and not negotiable. Further, any substitutions approved will not result in any dollar increase to the City of San Antonio.

#### XXII. NETWORK REQUIREMENTS FOR MONITORING SYSTEM:

- A. Each new monitor will be required to interface with the City's automated fuel accounting system. An RS232 connection is available on the fuel terminal at each location.
- B. All monitors will be interfaced with the existing Automated Fuel Dispensing System, NBCS, Inc. Installation instructions and interface information is available through NBCS, Inc. Efueling Technology at (972) 929-5151.
- C. Veeder Root pulsars for each nozzle must be installed to insure interface with BIR and also in accordance with the requirements for the Automated Fuel Dispensing System. CONTRACTOR shall be fully responsible for ensuring each monitor is correctly linked to the NBCS Automated Fuel Dispensing System.
- D. The interface will include providing and installing the Veeder Rooter Inform® Software Part No. 848940-001 with licenses to load and operate, and Veeder Root Ethernet Communication Module Part No. 330020-425 to each card reader.
- E. The vendor must provide software training to City Fleet Operations members. This shall include a minimum of 16 hours of Operational User training and 8 hours of Administrative User training, for a total of 24 training hours.
- F. Additionally a minimum of (1) one hour training will be required for members of each fueling site where Veeder Root systems are installed.

### XXIII. <u>INSTALLATION AND REMOVAL OF MONITORING SYSTEM:</u>

- A. Furnish and install TLS 350R CSLD/TLS 350, as specified in the parts list, **NO SUBSTITUTES**. The vendor must provide a system that has been successfully installed and is currently operating in a similar environment as the City of San Antonio.
- B. All wiring and electronics required to support monitoring systems will be placed in conduit as per

- local and National Electric Codes (NEC), new shielded Beldon cable must be installed in conduit for all level and sump sensors, direct bury cable must be installed at all sites with WPLLD line leak detection and will be included as part of this bid.
- C. Successful bidder will be responsible for providing, as part of the bid, <u>ALL</u> electrical labor and components required to ensure each monitor is operational, to include connections for interfacing the monitors to the automated fuel dispensing system. Electrical services to power up monitors must consist of dedicated breakers to monitors, conduit and wire to external alarms.
- D. TLS 350R/TLS 350 monitors will be installed where the existing monitor is currently located.
- E. Overfill Alarm Acknowledgement Switch shall be installed next to the Emergency Shut Off. The Overfill Alarm Acknowledgement Switch shall be labeled with a sign manufactured of sheet aluminum, minimum 1/8" thick with a red background and 2" white letters indicating "Overfill Alarm Switch".
- F. All parts will be installed in accordance with manufacturers' installation procedures.
- G. Sites with WPLLD will require installation of Red Jacket boxes on the same wall as the tank monitor.
- H. Sites without BIR will require installation of a fax modem and a dedicated phone line in order to communicate test results with the main office. City of San Antonio will supply a network line at required locations.

### XXIV. WARRANTY:

- A. The contractor warrants to the City of San Antonio that all system equipment furnished under this specification will be new, of good material and workmanship, and agrees to replace promptly any part or parts which by reason of defective material or workmanship shall fail under use, free of negligence or accident for a period of one year after the date the equipment is accepted.
- B. Such replacement shall include all parts, labor, hotel, meals and transportation cost for equipment, personnel, and the parts to the location where the system is down, free of any charge to the City within 24 hours notification of the vendor (not including Saturday, Sunday, or holidays).
- C. Acceptance will be determined after a 30-day, trouble-free testing period.
- D. Vendor must provide a 24-hour phone number and contact person as part of this bid (place information on Price Schedule page).
- **XXV.** PARTS LIST BY FACILITY: The monitoring systems shall include, but not be limited to, the following modules and accessories as a minimum, to complete this contract. Prospective bidders are encouraged to visit the sites identified in this bid to determine the full scope of work and identify equipment required to furnish and install fuel tank monitoring systems.

### A. Alamodome – 100 Montana:

#### 1. Existing Equipment:

Quantity	Description
	Fiberglass tank 10K Diesel:
1	Diameter unknown
	Type unknown
1	Emergency back up generator
1	Owens Corning tank monitor with high & low level wet interstitial sensor and one
1	containment sump sensor
1	Pnuemicator monitor for level gauging
Additional Info	Tank surface is concrete
Additional Info	Has double wall supply and return lines

Type of Equipment Required	Part Number / Model Number	Quantity Required	Item Cost	Total Cost
TLS 350 Monitor with printer	847290-022	1		
Four-Input probe module	329356-002	1		
Two-Input/Two-Relay output module	329360-001	1		
Overfill Alarm	790091-001	1		
Overfill Alarm Acknowledgement Switch	790095-001	1		
CSLD Software	330160-002	1		
Magnetostrictive Probes (MAG 1)	847390-???	1*		
Magnetostrictive Probes Installation Kit	849600-???	1**		
Fax Modem	330149-002	1		
Probe riser cap	330020-282	1		
TOTAL INSTALLATION LABOR COST		Total Number of Hours	Cost per Hour \$\$	
TOTAL EXCAVATION LABOR COST		Total Number of Square Feet	Cost per Square Foot \$\$	
TOTAL EQUIPMENT COST				
TOTAL ALAMODOME SITE COST				

<sup>\* @ 92</sup> inches, bidder must verify exact size. \*\* Diesel. Bidder must verify exact tank size.

### B. Fleet and Radio Services – 329 S. Frio:

### 1. Existing Equipment:

Quantity	Description
1	New oil tank double wall FRP
1	Used oil tank double wall FRP
1	Suction line for the new oil tank
1	Pnuemicator monitor for level gauging
1	Gravity return line for the waste oil tank
1	TLS 250-1 Monitor
1	Highland oil / water separator
Additional Info	Tank surface is concrete

Type of Equipment Required	Part Number / Model Number	Quantity Required	Item Cost	Total Cost
TLS 350 Monitor with printer	847290-122	1		
Four-Input probe module	329356-002	1		
Eight-Input Module	329358-001	1		
Two-Input/Two-Relay output module	329360-001	1		
Overfill Alarm	790091-001	1		
Overfill Alarm Acknowledgement Switch	790095-001	1		
CSLD Software	330160-002	1		
Magnetostrictive Probes (MAG 1)	847390-???	2*		
Magnetostrictive Probes Installation Kit	849600-???	2**		
Probe riser cap	330020-282	2		
Type of Equipment Required	Part Number / Model Number	Quantity Required	Item Cost	Total Cost
Interstitial FRP Sensor	794390-407	2		
Interstitial 4" riser cap	330020-282	2		
TOTAL INSTALLATION LABOR COST		Total Number of Hours	Cost per Hour \$\$	

TOTAL EXCAVATION LABOR COST	Total Number of Square Feet	Cost per Square Foot \$\$	
TOTAL EQUIPMENT COST			
TOTAL FLEET & RADIO SERVICES SITE COST			

<sup>\*</sup> Bidder must verify exact tank sizes. \*\* 1 - New Oil, 1 - Waste Oil. Bidder must verify exact tank sizes.

### C. Zarzamora Service Center – 4719 S. Zarzamora:

# 1. Existing Equipment:

Quantity	Description
	• 1 – Unleaded tank
5	<ul> <li>2 - Diesel tanks</li> <li>1 - New oil tank</li> </ul>
	• 1 – Waste oil tank
3	Red Jacket Submersible pumps
3	Mechanical Line Leak Detectors
1	Red Jacket PPM 3000 with 6 vapor sensors in monitor wells
1	Veeder Root TLS-250 Monitor with 5 level probes
2	Gilbarco Mechanical Dual hose dispensers
1	Gasboy Mechanical Dual hose dispenser
Additional Info	Tank surface is concrete
Additional Info	Type and size of underground product line unknown

Type of Equipment Required	Part Number / Model Number	Quantity Required	Item Cost	Total Cost
TLS 350R Monitor with CSLD with printer	848290-122	1		
Four-Input probe module	329356-002	2		
Eight-Input Module	329358-001	1		

Type of Equipment Required	Part Number / Model Number	Quantity Required	Item Cost	<b>Total Cost</b>
Two-Input/Two-Relay output module	329360-001	1		
Overfill Alarm	790091-001	1		
Overfill Alarm Acknowledgement Switch	790095-001	1		
Low voltage DIM module	331214-001	2		
CSLD Software (BIR version)	330160-102	1		
WPLLD Line Leak detectors	849490-002	3		
WPLLD interface module	330874-001	1		
WPLLD communications module	330883-001	1		
WPLLD controller module	330841-001	1		
Risk Management Line Leak software	330160-160	1		
Veeder Root Ethernet Modem Card	330020-425	1		
Magnetostrictive Probes (MAG 1)	847390-???	5*		
Magnetostrictive Probes Installation Kit	849600-???	5**		
Probe riser cap	330020-282	5		
TOTAL INSTALLATION LABOR COST		Total Number of Hours	Cost per Hour \$\$	
TOTAL EXCAVATION LABOR COST		Total Number of Square Feet	Cost per Square Foot \$\$	
TOTAL EQUIPMENT COST				
TOTAL ZARZAMORA SERVICE CENTER SITE COST				

<sup>\* 3 @ 96</sup> inches, 2 @ 64 inches (oil). Bidder must verify exact tank sizes.

<sup>\*\* 1 –</sup> New Oil, 1 – Waste Oil, 1 – Gasoline, 2 – Diesel. Bidder must verify exact tank sizes.

# D. Downtown Police Station - 214 W. Nueva:

# 1. Existing Equipment:

Quantity	Description
3	2 – Unleaded tanks
3	• 1 – Diesel tank
3	Red Jacket Submersible pumps
3	Mechanical Line Leak Detectors
1	Red Jacket PPM 3000 with 8 vapor sensors in monitor wells
1	Veeder Root TLS-250 Monitor with 4 level probes
4	Bennet electronic dual hose dispensers
3	Bennet mechanical dual hose dispensers
Additional Info	Tank surface is concrete
Additional Info	Type and size of underground product line unknown

Type of Equipment Required	Part Number / Model Number	Quantity Required	Item Cost	Total Cost
TLS 350R Monitor with CSLD with printer	848290-122	1		
Four-Input probe module	329356-002	1		
Eight-Input Module	329358-001	1		
Two-Input/Two-Relay output module	329360-001	1		
Overfill Alarm	790091-001	1		
Overfill Alarm Acknowledgement Switch	790095-001	1		
Low voltage DIM module	331214-001	4		
CSLD Software (BIR version)	330160-102	1		
PLLD Line Leak detectors	848480-003	3		
Six-Input PLLD module	330843-001	1		
Three-Output PLLD module	330374-001	2		
Risk Management Line Leak software	330160-160	1		
Magnetostrictive Probes (MAG 1)	847390-???	3*		
Magnetostrictive Probes Installation Kit	849600-???	3**		

Type of Equipment Required	Part Number / Model Number	Quantity Required	Item Cost	Total Cost
Veeder Root Ethernet Modem Card	330020-425	1		
Probe riser cap	330020-282	3		
TOTAL INSTALLATION LABOR COST		Total Number of Hours	Cost per Hour \$\$	
TOTAL EXCAVATION LABOR COST		Total Number of Square Feet	Cost per Square Foot \$\$	
TOTAL EQUIPMENT COST				
TOTAL DOWNTOWN POLICE STATION SITE COST				

<sup>\*</sup> Bidder must verify exact tank size.

\*\* 2 - Unleaded Gasoline, 1 - Diesel. Bidder must verify exact tank sizes.

# E. Northwest Service Center – 7000 Culebra Road:

# 1. Existing Equipment:

Quantity	Description
	2 – Unleaded tanks
6	• 2 – Diesel tanks
0	• 1 – New oil tank
	• 1 – Waste oil tank
4	Red Jacket Submersible pumps
4	Mechanical Line Leak Detectors
1	Red Jacket PPM 3000 with 5 vapor sensors in monitor wells
1	Veeder Root TLS-250 Monitor with 6 level probes
3	Gasboy Mechanical Dual hose dispensers
2	Gasboy Mechanical Dual hose dispensers
Additional Info	Tank surface is concrete
Additional Info	Type and size of underground product line unknown

Type of Equipment Required	Part Number / Model Number	Quantity Required	Item Cost	Total Cost
TLS 350R with CSLD with printer	848290-122	1		
Four-Input probe module	329356-002	2		
Eight-Input Module	329358-001	1		
Two-Input/Two-Relay output module	329360-001	1		
Overfill Alarm	790091-001	1		
Overfill Alarm Acknowledgement Switch	790095-001	1		
Low voltage DIM module	331214-001	2		
CSLD Software (BIR version)	330160-102	1		
WPLLD wireless leak detector	849490-002	4		
WPLLD interface module	330874-001	1		
WPLLD controller module	330841-001	2		
WPLLD communication module	330883-001	1		
Risk Management Line Leak software	330160-160	1		
Magnetostrictive Probes (MAG 1)	847390-???	5*		
Magnetostrictive Probes Installation Kit	849600-???	6**		

Type of Equipment Required	Part Number / Model Number	Quantity Required	Item Cost	Total Cost
Interstital FRP sensor	794390-407	1		
Interstital Sensor Cap	330020-282	1		
Veeder Root Ethernet modem card	330020-425	1		
Probe riser cap	330020-282	6		
		Total Number	Cost per	
TOTAL INSTALLATION		of Hours	Hour	
LABOR COST			\$\$	
		Total Number	Cost per	
TOTAL EXCAVATION LABOR		of Square Feet	Square Foot	
COST			\$\$	
TOTAL EQUIPMENT COST				
TOTAL NORTHWEST SERVICE CENTER SITE COST				

<sup>\* 5 @ 96</sup> inches, 1 @ 48 inches (waste oil). Bidder must verify exact tank size.

<sup>\*\* 2 –</sup> Gasoline, 2 – Diesel, 1 – New Oil, 1 – Waste Oil. Bidder must verify exact tank sizes.

# F. Patrol North Substation – 13030 Jones Maltsberger Road:

# 1. Existing Equipment:

Quantity	Description
2	• 2 – Unleaded tanks
2	Red Jacket Submersible pumps
2	Mechanical Line Leak Detectors
1	Red Jacket PPM 3000 with 3 vapor sensors in monitor wells
1	Veeder Root TLS-250 Monitor with 2 level probes
4	Gilbarco Mechanical Dual hose dispensers
Additional Info	Tank surface is concrete

Type of Equipment Required	Part Number / Model Number	Quantity Required	Item Cost	Total Cost
TLS 350R Monitor with CSLD with printer	848290-122	1		
Four-Input probe module	329356-002	1		
Eight-Input Module	329358-001	1		
Two-Input/Two-Relay output module	329360-001	1		
Overfill Alarm	790091-001	1		
Overfill Alarm Acknowledgement Switch	790095-001	1		
Low voltage DIM module	331214-001	2		
CSLD Software (BIR version)	330160-102	1		
WPLLD wireless leak detector	849490-002	2		
WPLLD interface module	330874-001	1		
WPLLD controller module	330841-001	1		
WPLLD communication module	330883-001	1		
Risk Management Line Leak software	330160-160	1		
Magnetostrictive Probes (MAG 1)	847390-???	2*		
Magnetostrictive Probes Installation Kit	849600-???	2**		

Type of Equipment Required	Part Number / Model Number	Quantity Required	Item Cost	Total Cost
Interstital FRP sensor	794390-407	2		
Interstital Sensor Cap	330020-282	2		
Veeder Root Ethernet modem card	330020-425	1		
Probe riser cap	330020-282	2		
		Total Number	Cost per	
TOTAL INSTALLATION		of Hours	Hour	
LABOR COST			\$\$	
		Total Number	Cost per	
TOTAL EXCAVATION LABOR		of Square Feet	Square Foot	
COST			\$\$	
TOTAL EQUIPMENT COST				
TOTAL PATROL NORTH				
POLICE SUBSTATION SITE				
COST				

<sup>\*</sup> Bidder must verify exact tank sizes.

\*\* 2 - Unleaded. Bidder must verify exact tank sizes.

### G. Patrol East Police Substation – 3635 E. Houston:

# 1. Existing Equipment:

Quantity	Description
2	• 2 – Unleaded tanks
3	• 1 – Diesel tank
3	Red Jacket Submersible pumps
3	Mechanical Line Leak Detectors
1	Red Jacket PPM 3000 with 6 vapor sensors
1	Veeder Root TLS-250 Monitor with 3 level probes
4	Gilbarco Mechanical Dual hose dispensers
1	Gasboy Mechanical Dual hose dispenser
Additional Info	Type and size of underground product line unknown
Additional Info	Tank surface is concrete

Type of Equipment Required	Part Number / Model Number	Quantity Required	Item Cost	Total Cost
TLS 350R Monitor with CSLD with printer	848290-122	1		
Four-Input probe module	329356-002	1		
Eight-Input Module	329358-001	1		
Two-Input/Two-Relay output module	329360-001	1		
Overfill Alarm	790091-001	1		
Overfill Alarm Acknowledgement Switch	790095-001	1		
Low voltage DIM module	331214-001	3		
CSLD Software (BIR version)	330160-102	1		
WPLLD wireless leak detector	849490-002	3		
WPLLD interface module	330874-001	1		
WPLLD controller module	330841-001	1		
WPLLD communication module	330883-001	1		
Risk Management Line Leak software	330160-160	1		
Magnetostrictive Probes (MAG 1)	847390-???	3*		
Magnetostrictive Probes Installation Kit	849600-???	3**		

Type of Equipment Required	Part Number / Model Number	Quantity Required	Item Cost	Total Cost
Veeder Root Ethernet modem card	330020-425	1		
Probe riser cap	330020-282	3		
TOTAL INSTALLATION LABOR COST		Total Number of Hours	Cost per Hour \$\$	
TOTAL EXCAVATION LABOR COST		Total Number of Square Feet	Cost per Square Foot \$\$	
TOTAL EQUIPMENT COST				
TOTAL PATROL EAST POLICE SUBSTATION SITE COST				

<sup>\* 3 @ 96</sup> inches. Bidder must verify exact tank sizes.

<sup>\*\* 2 –</sup> Unleaded, 1 – Diesel. Bidder must verify exact tank sizes.

# H. San Antonio Police Academy – 12200 SE Loop 410:

# 1. Existing Equipment:

Quantity	Description
1	• 1 – Unleaded tank
1	Red Jacket Submersible pump
1	Mechanical Line Leak Detectors
1	Red Jacket PPM 3000 with 2 vapor sensors in monitor wells
1	Veeder Root TLS-250 Monitor with 1 level probe
1	Tokhiem Mechanical Dual hose
Additional Info	Type and size of underground product line unknown
Additional Info	Tank surface is concrete

Type of Equipment Required	Part Number / Model Number	Quantity Required	Item Cost	Total Cost
TLS 350R Monitor with CSLD with printer	848290-122	1		
Four-Input probe module	329356-002	1		
Eight-Input Module	329358-001	1		
Two-Input/Two-Relay output module	329360-001	1		
Overfill Alarm	790091-001	1		
Overfill Alarm Acknowledgement Switch	790095-001	1		
Low voltage DIM module	331214-001	1		
CSLD Software (BIR version)	330160-102	1		
WPLLD wireless leak detector	849490-002	1		
WPLLD interface module	330874-001	1		
WPLLD controller module	330841-001	1		
WPLLD communication module	330883-001	1		
Risk Management Line Leak software	330160-160	1		
Magnetostrictive Probes (MAG 1)	847390-???	1*		
Magnetostrictive Probes Installation Kit	849600-???	1**		

Type of Equipment Required	Part Number / Model Number	Quantity Required	Item Cost	Total Cost
Veeder Root Ethernet modem card	330020-425	1		
Probe riser cap	330020-282	1		
TOTAL INSTALLATION LABOR COST		Total Number of Hours	Cost per Hour \$\$	
TOTAL EXCAVATION LABOR COST		Total Number of Square Feet	Cost per Square Foot \$\$	
TOTAL EQUIPMENT COST				
TOTAL SAN ANTONIO POLICE ACADEMY SITE COST				

<sup>\* 1 @ 96</sup> inches. Bidder must verify exact tank sizes.

<sup>\*\* 1 –</sup> Unleaded Gasoline. Bidder must verify exact tank size.

# I. Airport Maintenance – 10223 John Saunders:

# 1. Existing Equipment:

Quantity	Description
2	1 – Unleaded tank
2	• 1 – Diesel tank
2	Red Jacket Submersible pumps
2	Mechanical Line Leak Detectors
1	Red Jacket PPM 3000 with 4 vapor sensors
1	Veeder Root TLS-250 Monitor with 2 level probes
3	Gasboy Mechanical Dual hose dispensers
Additional Info	Type and size of underground product line unknown
Additional Info	Tank surface is concrete

Type of Equipment Required	Part Number / Model Number	Quantity Required	Item Cost	Total Cost
TLS 350R Monitor with CSLD with printer	848290-122	1		
Four-Input probe module	329356-002	1		
Eight-Input Module	329358-001	1		
Two-Input/Two-Relay output module	329360-001	1		
Overfill Alarm	790091-001	1		
Overfill Alarm Acknowledgement Switch	790095-001	1		
Low voltage DIM module	331214-001	1		
CSLD Software (BIR version)	330160-102	1		
PLLD Line Leak detector	848480-003	2		
Six-Input PLLD module	330843-001	1		
Three-Output PLLD module	330374-001	1		
Risk Management Line Leak software	330160-160	1		
Magnetostrictive Probes (MAG 1)	847390-???	2*		
Magnetostrictive Probes Installation Kit	849600-???	2**		

Type of Equipment Required	Part Number / Model Number	Quantity Required	Item Cost	Total Cost
Veeder Root Ethernet modem card	330020-425	1		
Probe riser cap	330020-282	2		
TOTAL INSTALLATION LABOR COST		Total Number of Hours	Cost per Hour \$\$	
TOTAL EXCAVATION LABOR COST		Total Number of Square Feet	Cost per Square Foot \$\$	
TOTAL EQUIPMENT COST				
TOTAL AIRPORT MAINTENANCE SITE COST				

<sup>\* 2 @ 96</sup> inches. Bidder must verify exact tank sizes.

### J. Emergency Command Center – 115 Auditorium Circle:

### 1. Existing Equipment:

Quantity	Description
1	• 1 – Diesel tank
1	Emergency back up generator
1	Veeder Root TLS-250 with 1 level probe and 1 submersible pump sensor
1	Red Jacket PPM 3000 with 2 vapor sensors
1	2" FRP single wall primary suction line
1	2" FRP single wall return line
Additional Info	Parking lot surface is concrete
Additional Info	Tank surface is concrete

Type of Equipment Required	Part Number / Model Number	Quantity Required	Item Cost	Total Cost
TLS 350 Monitor with CSLD with printer	848290-022	1		
Four-Input probe module	329356-002	1		
Eight-Input Module	329358-001	1		

<sup>\*\* 1 –</sup> Unleaded Gasoline, 1 - Diesel. Bidder must verify exact tank size.

Type of Equipment Required	Part Number / Model Number	Quantity Required	Item Cost	<b>Total Cost</b>
Two-Input/Two-Relay output module	329360-001	1		
Overfill Alarm	790091-001	1		
Overfill Alarm Acknowledgement Switch	790095-001	1		
CSLD Software	330160-102	1		
Magnetostrictive Probes (MAG 1)	847390-???	1*		
Magnetostrictive Probes Installation Kit	849600-???	1**		
Submersible pump sensor	794380-209	1		
Interstitial FRP Sensor	794390-407	1		
Interstitial 4" riser cap	330020-282	1		
Veeder Root Ethernet modem card	330020-425	1		
Probe riser cap	330020-282	1		
TOTAL INSTALLATION LABOR COST		Total Number of Hours	Cost per Hour \$\$	
TOTAL EXCAVATION LABOR COST		Total Number of Square Feet	Cost per Square Foot \$\$	
TOTAL EQUIPMENT COST		,		
TOTAL EMERGENCY COMMAND CENTER SITE COST				

<sup>\* 1 @ 72</sup> inches. Bidder must verify exact tank size.

### **NOTE:**

City of San Antonio will provide network drops where required.

THE CITY OF SAN ANTONIO WILL MAKE AWARD TO ONE FIRM ONLY.

<sup>\*\* 1 –</sup> Diesel. Bidder must verify exact tank size.

# XXVI. PRICE SCHEDULE:

SITE			TOTALS	
A. ALAMODOME	No Trade- Ins			
B. FLEET & RADIO SERVICES				
	Trade-In:	TLS 250-1 Monitor	(\$ -	)
TOTAL (minus trade-in allowances)				
C. ZARZAMORA SERVICE CENTER				
	Trade-In:	TLS-250 Monitor	(\$ -	)
	Trade-In:	5 Level Probes	(\$ -	)
TOTAL (minus trade-in allowances)				
D. DOWNTOWN POLICE STATION				
	Trade-In:	TLS-250 Monitor	(\$ -	)
	Trade-In:	4 Level Probes	(\$ -	)
TOTAL (minus trade-in allowances)				

SITE			TOTALS	
E. NORTHWEST SERVICE CENTER				
	Trade-In:	TLS-250 Monitor	(\$ -	)
	Trade-In:	6 Level Probes	(\$ -	)
TOTAL (minus trade-in allowances)				
F. PATROL NORTH POLICE SUBSTATION				
	Trade-In:	TLS-250 Monitor	(\$ -	)
	Trade-In:	2 Level Probes	(\$ -	)
TOTAL (minus trade-in allowances)				
G. PATROL EAST POLICE SUBSTATION				
	Trade-In:	TLS-250 Monitor	(\$ -	)
	Trade-In:	3 Level Probes	(\$ -	)
TOTAL (minus trade-in allowances)				
SITE			TOTALS	

H. SAN ANTONIO POLICE ACADEMY			
	Trade-In:	TLS-250 Monitor	(\$ -
	Trade-In:	1 Level Probe	(\$ -
TOTAL (minus trade-in allowances)			
I. AIRPORT MAINTENANCE			
	Trade-In:	TLS-250 Monitor	(\$ -
	Trade-In:	2 Level Probes	(\$ -
TOTAL (minus trade-in allowances)  J. EMERGENCY COMMAND CENTER			
	Trade-In:	TLS-250 Monitor	(\$ -
	Trade-In:	1 Level Probe	(\$ -
TOTAL (minus trade-in allowances)			
GRAND TOTAL			
K. 24-Hour Information:			
a. Phone Number:			
h Name of Point of Contact	_		

MAIL TO: CITY CLERK

P.O. BOX 839966

**SAN ANTONIO, TX 78283-3966** 

PHYSICAL ADDRESS: CITY CLERK

**CITY HALL (COMMERCE ST. & FLORES ST.)** 

100 MILITARY PLAZA, 2ND FLOOR

**SAN ANTONIO, TEXAS 78205** 

MARK ENVELOPE: "BID TO FURNISH INSTALLATION OF AUTOMATIC FUEL TANK

MONITORS"; BIDS TO BE OPENED: 2:00 P.M., JANUARY 26, 2004

BID NO.: 04-020

**REMARKS:**